

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 04-077**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

HEAVY-DUTY INDUSTRIAL BRUSH CHIPPER

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, March 24, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Company Name _____
SPECIFICATION NO. 04-077
BID OPENING TIME: 12:00 NOON
DATE: March 24, 2004

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

HEAVY-DUTY INDUSTRIAL BRUSH CHIPPER
CITY OF LINCOLN
BIDDING SCHEDULE

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>QUANTITY</u> | <u>UNIT</u> | <u>TOTAL</u> |
|--------------------|--|------------------------|----------------------------------|---------------------|
| 1. | Industrial Brush Chipper Mfg. _____ Model # _____ | Two (2) | \$ _____ | \$ _____ |
| 2. | Options as Indicated in Section # 20 20.1 Deluxe sound reduction package. 20.2 Deluxe discharge deflector. 20.3 One (1) spare tire and wheel. | | \$ _____ \$ _____ \$ _____ | |
| 3. | Trade in Allowance as Indicated in Section #26 26.2.1 Unit # 95154 26.2.2 Unit # 95155 | | - \$ _____ - \$ _____ | |
| 4. | Purchase of additional units by The City of Lincoln under this contract award shall be held firm through ____/____/____. | | | |
| 5. | Delivery Schedule ARO _____ days. | | | |

Clarification:

- A.** Options will be selected on a as needed basis up to a maximum of two (2) each.
- B.** Trade in allowances, if accepted will be applied against the purchase price of individual units.
- C.** No combination of trade in allowances will be applied against a individual unit.
- D.** The City of Lincoln reserves the right to split the order based on the best overall value.
- E.** Exceptions to any part of this bid document shall be clearly noted by Item # on your company letter head and signed by the appropriate authority.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities in the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders of the City of Lincoln/Lancaster County.

_____YES _____NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political subdivisions, cities and counties. Terms and conditions of the contract must be met by political subdivisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated for any purchases by these political subdivisions, cities or counties.

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-077**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

TERMS OF PAYMENT

E-MAIL ADDRESS

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

**EQUIPMENT SPECIFICATIONS
for
HEAVY-DUTY INDUSTRIAL BRUSH CHIPPER**

1. APPLICATION

- 1.1 The brush chipper will be utilized by Park Department Forestry Section in tree trimming and removal applications within the Corporate City Limits.
- 1.2 Chips distributed from the chipper are required to be of uniform dimensions for recycling use as mulch and in composting.
- 1.3 During emergency operations The City of Lincoln relies heavily on dealer support for Brush Chipper repairs and maintenance.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new and of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example Model:
 - 2.2.1 Vermeer BC1000XL
- 2.3 Example is intended to show the type and class of equipment desired.
- 2.4 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.
- 2.5 Bidders are cautioned to read the specifications carefully: the specifications may include special requirements not commonly offered by the manufacturer.
- 2.6 Prior to the award of bid, The City of Lincoln reserves the right to require an on-site demonstration of the equipment being bid for the purpose of determining the suitability of the equipment for the intended application.
 - 2.6.1 Such demonstrations must be conducted within two weeks of notification by the City.

3. BID AWARD CRITERIA

- 3.1 Conformance to the Equipment Specifications concerning the size, type and class of the Brush Chipper offered, and the ability to provide specific equipment as indicated in the technical specifications.
- 3.2 The Brush Chippers ability to satisfactorily perform in its intended application, as determined through the on-site demonstration.
- 3.3 The Bidders ability to provide the adequate product support, to include both emergency and non-emergency maintenance and repair services and parts distribution.
- 3.4 Previous experience with both the Bidder and the product being offered.
- 3.5 Best overall value to The City of Lincoln.
- 3.6 Delivery schedule.

Company Name_____

Meets Specs.

Yes No

4. ENGINE

- ___ ___ 4.1 Diesel powered.
- ___ ___ 4.2 Water cooled.
- ___ ___ 4.3 85 horse power minimum turbo charged.
- ___ ___ 4.4 Spin-on type coolant filter. (If recommended by engine manufacture)
- ___ ___ 4.5 Full flow spin-on type oil filter.
- ___ ___ 4.6 Two stage dry-type air cleaner with restriction indicator and Turbo II pre-cleaner
- ___ ___ 4.7 Industrial type underhood muffler with bent elbow or rain cap.
- ___ ___ 4.8 Anti-freeze protection to -30°F. "Peak Final Charge Coolant".
 - ___ ___ 4.8.1 No exception on brand or type of coolant.
- ___ ___ 4.9 Engine governor.
- ___ ___ 4.10 Fuel filter.
- ___ ___ 4.11 Water separator.
- ___ ___ 4.12 Heavy-duty industrial radiator with guard and debris screen.
- ___ ___ 4.13 24 gallon fuel tank minimum shock mounted.
- ___ ___ 4.14 Complete engine enclosure for sound reduction.
- ___ ___ 4.15 Rubber or isolation mounted engine for sound and vibration control.
- ___ ___ 4.16 Deluxe instrumentation to include:
 - ___ ___ 4.16.1 Key locking starter switch.
 - ___ ___ 4.16.2 Throttle control.
 - ___ ___ 4.16.3 Engine shut-down override.
 - ___ ___ 4.16.4 Charge indicator.
 - ___ ___ 4.16.5 Engine hour meter.
 - ___ ___ 4.16.6 Tachometer.
 - ___ ___ 4.16.7 Fuel gauge.
 - ___ ___ 4.16.8 Low engine oil pressure indicator with shut-down system.
 - ___ ___ 4.16.9 High engine temperature with shut-down system.
 - ___ ___ 4.16.10 Instrument panel cover.

5. INFEED SYSTEM

- ___ ___ 5.1 Rear feed design with full time auto-feed system.
- ___ ___ 5.2 12"H x 17"W feed opening minimum with feed roller in full open position.
- ___ ___ 5.3 53"W x 31"L fold down design feed table.
- ___ ___ 5.4 Minimum 69" from the feed roller to the edge of feed table in operating position.
- ___ ___ 5.5 Maximum 26" from the ground to the top of feed table in operating position.
- ___ ___ 5.6 Hydraulic powered 20" diameter 400 lb. horizontal single feed roller.
- ___ ___ 5.7 Auto feed system with feet rate of 0-105 ft. per minute minimum.

Company Name_____

Meets Specs

Yes No

6. CHIPPING SYSTEM

- ___ 6.1 Drum type chipping system.
- ___ 6.2 21"D x 17"W cutter drum minimum.
- ___ 6.3 Heavy-duty greaseable ball bearing supports.
- ___ 6.4 Two (2) 4.5"W x 9"L reversible cutter knives.
- ___ 6.5 One (1) 3.5"W x 17.25"L four edge design bed knife.
- ___ 6.6 Minimum 2000 RPM drum speed.
- ___ 6.7 Knives must be accessible for easy change out.
- ___ 6.8 12" diameter minimum cutting capacity.
- ___ 6.9 Rubber or isolation mounted drum housing for sound and vibration control.
- ___ 6.10 Drum to be equipped with lock pin.
- ___ 6.11 In-feed curtain.

7. HYDRAULIC SYSTEM

- ___ 7.1 Hydraulic pump to be of adequate size and capacity to deliver necessary volume at required pressure for the proper operation of feed system.
- ___ 7.2 7 gallon hydraulic reservoir capacity minimum.
- ___ 7.3 Spin-on type 10 micron hydraulic filter.
- ___ 7.4 100 mesh suction strainer.
- ___ 7.5 Filler screen and breather cap.
- ___ 7.6 Three way hydraulic valve for feed roller control.
 - ___ 7.6.1 A control bar will be located on three sides of the in-feed chute opening to allow actuation of the forward/off/reverse function of the feed system.

8. DISCHARGE CHUTE

- ___ 8.1 270° chute rotation through self locking worm gear.
- ___ 8.2 Chute will have infinite position capability through the full rotation range and require no tools for adjustment.
- ___ 8.3 Adjustable deflector at the end of the chute.

9. DRUM DRIVE

- ___ 9.1 Clutchless design PTO .
- ___ 9.2 System will prevent engagement at engine speed above 1000 RPM.

10. ELECTRICAL AND LIGHTING SYSTEM

- ___ 10.1 12 volt electric start.
- ___ 10.2 60 amp alternator minimum.
- ___ 10.3 12 volt 650 CCA minimum low maintenance battery.
- ___ 10.4 All lighting must meet or exceed F.M.V.S.S. 108 and meet all S.A.E., I.C.C. and D.O.T. requirements.

Meets Specs.

Yes No

- ___ 10.5 All wires to securely fastened and ran through conduit or harnessed for protection.
 ___ 10.6 Lighting will be high mount design to include stop, tail and turn signals.
 ___ 10.7 Light assemblies shall be shock mounted and protected in such a manner that they
 will not be damaged from falling debris.
 ___ 10.8 All wire splices shall be soldered and heat shrink connections.
 ___ 10.9 Four (4) feet of conductor cable shall be installed with a six (6) terminal trailer plug.
 (Car Quest #CPR-70081)

11. FRAME (Trailer)

- ___ 11.1 Steel main frame designed with ample safety factor and electrically welded where
 steel meets steel and gusseted in critical areas.
 ___ 11.2 Frame to be constructed of 3.75" x 5" Z channel or equal strength material.

12. TONGUE (Trailer)

- ___ 12.1 Trailer to allow approximately 10% of the gross weight transferred to the towing
 vehicle.
 ___ 12.2 Tongue will manually adjust (telescope) 24" minimum.
 ___ 12.3 2 3/8" ID pintle ring vertically adjustable.
 ___ 12.4 2000 pound foldaway adjustable jack with stationary foot pad.
 ___ 12.5 Safety chains will be provided, of adequate length meeting SAE J-697 standards.
 ___ 12.5.1 Chains will consist of minimum 3/8", NACM grade 70, attached to
 the trailer by a shackle or bolting, with 3/8" grade 70 grab hook on
 the opposite end.

13. AXLE

- ___ 13.1 4,500 lb. minimum capacity with rubber torsion suspension.

14. BRAKES

- ___ 14.1 Heavy-duty electric brakes.

15. WHEELS

- ___ 15.1 Standard steel disc to meet or exceed 4,500 lb. GAWR

16. TIRES

- ___ 16.1 31x10.50R15LT tires.

17. GENERAL AND PERFORMANCE DIMENSIONS

- ___ 17.1 Operating weight 4,200 lbs.
 ___ 17.2 Overall length 170 inches.
 ___ 17.3 Overall width 63 inches.
 ___ 17.4 Minimum height to top of discharge chute 97 inches.
 ___ 17.5 Minimum material capacity 12 inches.

Meets Specs.

Yes No

18. MISCELLANEOUS EQUIPMENT:

- ___ ___ 18.1 Heavy duty fenders.
 ___ ___ 18.2 License plate holder.
 ___ ___ 18.3 One spare set of cutter knives (each unit).
 ___ ___ 18.4 Safety and maintenance decals.

19. SOUND EXPOSURE

- ___ ___ 19.1 Please state sound exposure level in operators position when tested in
 accordance with the most current ANSI/SAE standards:
 ___ ___ 19.1.1 With standard equipment _____dba.
 ___ ___ 19.1.2 With deluxe sound suppression _____dba

20. OPTIONAL EQUIPMENT: (Please price each option separately)

- ___ ___ 20.1 Deluxe sound reduction package.
 ___ ___ 20.2 Deluxe discharge deflector.
 ___ ___ 20.3 One (1) spare tire and wheel.

21. PAINT

- ___ ___ 21.1 Manufacturer's standard color.

22. MANUALS

- ___ ___ 22.1 One (1) complete parts manual.
 ___ ___ 22.2 One (1) complete service and overhaul manual.
 ___ ___ 22.3 Two (2) operator's manual for each unit.

23. WARRANTY:

- ___ ___ 23.1 Full machine warranty as provided by the manufacture for a minimum period of 36
 months from the date of acceptance or during the first 2,000 hours of operation, as
 recorded by the engine hour meter, whichever comes first.
 ___ ___ 23.1.1 The basic standard and extended warranties **MUST** be provided by
 the original equipment manufacture.
 ___ ___ 23.1.2 Coverage provided through independent warranty companies
 “aftermarket warranties” are not acceptable.
 ___ ___ 23.1.3 Complete details of warranty must accompany your bid proposal.
 ___ ___ 23.2 During the warranty period, it shall be the responsibility of the seller to perform
 warranty repairs F.O.B., Fleet Services Garage, 901 North 6th Street, Lincoln,
 Nebraska or, at the sellers discretion, to transport the equipment to the seller’s
 repair facility for such repairs. All transportation costs associated with such
 warranty repairs will be paid by the distributor.

24. TRAINING

- ___ ___ 24.1 The successful bidder shall be required to provide a minimum of eight (8)
 hours of training within the City of Lincoln by an authorized factory
 representative.

Meets Specs.

Yes No

25. DELIVERY

___ __ 25.1 Delivery shall be F.O.B., City of Lincoln Fleet Services Garage, 901 North
6th Street, Lincoln Nebraska, 68508, completely assembled and ready for
operation.

26. TRADE IN ALLOWANCE:

___ __ 26.1 Terms & Conditions

___ __ 26.1.1 Trade-ins are offered on an as-is, where-is basis; and no warranties
whether expressed or implied are intended regarding the condition of the
equipment or fitness of the equipment for specified applications.

___ __ 26.1.2 In the event the City accepts the bidder's trade-in allowances, the bidder
is responsible for all transportation of the equipment away from City
premises.

___ __ 26.1.3 Bids conditioned upon the acceptance by the City of any or all trade-in
allowances will not be considered.

___ __ 26.1.4 The City reserves the right to include trade-in allowances in the
evaluation of bids or to not give any consideration to trade-in allowances.

___ __ 26.2 Equipment listing: Bidders shall indicate on their proposal form their trade-in
allowances for the following equipment:

___ __ 26.2.1 City of Lincoln Unit #96154
1993 Vermeer Model #1250
Serial No. 1VRC14133P1003649
Hours: approximately 4,500

___ __ 26.2.2 City of Lincoln Unit #96155
1993 Vermeer Model #1250
Serial No. 1VRC14130N1003461
Hours: approximately 4,500

27. EQUIPMENT INSPECTION:

___ __ 27.1 Bidders shall contact Jim Chiles 402-441-4941 to arrange an inspection of the
equipment offered for trade.

___ __ 27.2 Maintenance histories are available for inspection at the Fleet Services Garage at
901 North 6th St., Lincoln, NE

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidders shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification

document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment/systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.